

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

In consideration and as a condition of my employment or engagement as a consultant or otherwise by OHSU, and any compensation or other benefits provided to me by OHSU, I agree to be bound by the policies of OHSU, as now or hereafter constituted, including but not limited to policies concerning confidentiality (see Policy 01-05-010, 01-05-012, 02-20-005 through 02-20-040 and 03-60-005 through 03-60-045) and Intellectual Property (see Policy 04-90-001). Accordingly, I agree as follows:

- 1. Confidentiality.** To safeguard and not to disclose confidential information of OHSU including: (a) patient information; (b) student information; (c) personnel information; (d) matters of a technical nature; (e) matters of a business nature; and (f) other information of a similar nature which is not generally disclosed by OHSU to the public, referred collectively hereafter as "Confidential Information". I further agree that I will not use Confidential Information except as may be necessary to perform my duties for OHSU. Upon termination of my employment or engagement as a consultant by OHSU, or otherwise as requested, I will deliver promptly to OHSU all Confidential Information, in whatever form, that may be in my possession or under my control.
- 2. Assignment of Intellectual Property.** That all my rights, title and interest to any ideas, improvements, designs, authored works or discoveries, software, technologies, techniques, processes, products, material, concepts, whether or not patentable or copyrightable, as well another newly-discovered or newly-applied information or concepts, that relate to or are useful on the actual or anticipated business of OHSU, or that result from a derivative from work assigned to me or work performed by me on behalf of OHSU, or that was developed in whole or in part on any OHSU time or using OHSU equipment, supplies, facilities or Confidential Information belongs exclusively to OHSU. This Agreement operates as an actual assignment of all those rights to OHSU. This assignment does not apply to and OHSU shall not claim any interest in material created or registered, copyrighted, or patent filed or issued prior to employment or engagement by OHSU and listed on the back of this Agreement.
- 3. Work Made for Hire.** That all creative work, including but not limited to patentable works, computer programs or models, prepared or originated by me for OHSU or on OHSU time or within the scope of my employment by OHSU, which may be subject to protection under federal copyright law, constitutes work made for hire, all rights to which are owned by OHSU. In any event, I assign and agree to assign to OHSU all rights, title, and interest, now existing or arising in the future, whether by way of copyright, trade secret, or otherwise, in all such work, whether or not subject to protection by copyright laws.
- 4. Royalty Sharing.** That OHSU acknowledges that I and any co-inventors or coauthors may be entitled to receive a percentage of net income, if any, received by OHSU from licensing or selling intellectual property rights assigned under paragraphs 2 and 3 above under applicable provisions of OHSU policies.
- 5. Equitable Relief.** That violation of the covenants in this Agreement will cause irreparable injury to OHSU and that any remedy at law will be inadequate. Therefore, OHSU shall be entitled to, in addition to any other rights or remedies it may have at law or in equity, injunctive relief.
- 6. Continuation of Obligations.** That my obligations and the restrictions under this Agreement shall continue indefinitely after termination of my relationship with OHSU.
- 7. Entire Agreement; Amendment.** That this is the entire Agreement with OHSU with respect to its subject matter. This Agreement may be modified, amended or terminated only by an agreement in writing executed by OHSU and me.
- 8. Successors and Assigns; Venue.** That this Agreement shall be binding upon my heirs, executors, administrator or other legal representatives and is for the benefit of OHSU, its successors and assigns. I irrevocably consent and submit to the exclusive and personal jurisdiction of the United States

District Court of Oregon or, if such court does not have jurisdiction over such matter, the applicable state court in Multnomah County, Oregon.

ACCEPTED AND AGREED:

OHSU:

SIGNATURE

SIGNATURE

PRINTED NAME

TITLE

DATE

DATE

This Assignment does not apply to the following material which was created or registered or patents filed or issued prior to my employment or engagement with OHSU:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

ACCEPTED AND AGREED:

OHSU:

SIGNATURE

SIGNATURE

PRINTED NAME

TITLE

DATE

DATE

FREQUENTLY ASKED QUESTIONS (FAQ)

1. **Question:** If I filed a patent application or registered a copyright before joining OHSU, does the University take ownership of those?

Answer: No. You should list these items on the second page of the Confidentiality and Intellectual Property Assignment Agreement. This assignment employees make is for developments they make while employed at OHSU.

2. **Question:** What if I continue to work on an earlier project while at OHSU?

Answer: If an employee used OHSU resources, including his or her time as an employee, new developments are assigned to OHSU. If there is no relationship to your OHSU work, and you continue the project away from OHSU facilities, on your own time, using no OHSU resources, then OHSU would not expect assignment of any new developments.

3. **Question:** What if I develop something while employed at OHSU, but it does not relate to my OHSU work. Will that be assigned to OHSU?

Answer: If you use OHSU resources, yes. But if it has no relationship to OHSU and was developed without using OHSU resources, no.